

**VERTICAL AND LATERAL EXTENT OF CONTAMINATION
WORK PLAN**

**Lynch Trusts
36 Winchester Drive
Atherton, California**

SMCo. Site No. 988009

Prepared For:

**Mr. Loring Lynch
36900 Bobily Avenue
Fremont, CA 94536**

Prepared by:

**E₂C, INC
382 MARTIN AVENUE
SANTA CLARA, CA 95050-3112**

***E2C Project Number 2398SC01
Date of Report: January 19, 2005***

January 19, 2005
E2C Project Number 2398SC01



Mr. Charles Ice
San Mateo County Environmental Health
Groundwater Protection Program
455 County Center
Redwood City, CA 94063

**Subject: Lateral and Vertical Extent of Contamination Work Plan
Lynch Trusts
36 Winchester Drive
Atherton, California
SMCo Site No. 988009
Date of Work Plan: January 19, 2005**

Dear Mr. Ice:

E₂C Inc is pleased to attach the January 19, 2005, *Lateral and Vertical Extent of Contamination Work Plan*, which outlines the proposed actions for advancement of four direct push hydropunch borings. Soil and grab groundwater samples will be collected from each of the borings. Analysis of these samples will allow us to begin to determine the lateral and vertical extent, if any, of contamination from the leaking underground storage tank (LUST) removed from the property on December 10, 2004.

If you have any questions or require additional information, please do not hesitate to call us at (408) 327-5700.

Sincerely,

Forrest Cook
Project Manager

Sako K. Noravian, MSSE, PE, REA
Principal

cc: Lynch Trusts
Mr. Loring Lynch
36900 Bobily Avenue
Fremont, CA 94536

Mr. Sunil Ramdass
UST Cleanup Fund
PO Box 944212
Sacramento, CA 94244



E₂C INC
ENVIRONMENTAL / ENGINEERING CONSULTANTS
S i n c e 1 9 7 0

382 Martin Avenue, Santa Clara, CA 95050-3112 Tel: 408.327.5700 Fax: 408.327.5707

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1.0 INTRODUCTION

This *Lateral and Vertical Extent of Contamination Work Plan* has been prepared for the property located at 36 Winchester Drive, in Atherton, California, hereinafter referred to as the Site (see Figure 1). This Work Plan outlines the proposed actions for advancement of four direct push borings and the collection of soil and grab groundwater samples. Analysis of these samples will allow us to begin to determine the lateral and vertical extent of contamination, if any, caused by the leaking underground storage tank (LUST) that was removed from the subject property on December 10, 2004.

In a directive letter from the San Mateo County Health Services Agency (SMCHSA) Groundwater Protection Program (GPP) to the Responsible Party, Lynch Trusts, dated January 5, 2005 the case worker, Mr. Charles Ice, requested that "a work plan to begin to define the lateral and vertical extent of contamination in soil and if groundwater has been impacted" be submitted to the SMCHSA. A copy of the directive letter is presented in Appendix A.

In the directive letter Mr. Ice also requested that an Unauthorized Release Form be submitted. This form was completed and mailed to the SMCHSA by E₂C on January 19, 2005.

Also in the directive letter, Mr. Ice requested information regarding the final disposition of the previously stockpiled soil removed during the tank removal activities. As stated in our *Tank Removal and Sampling Report* dated December 22, 2004 approximately 2 feet of soil was overexcavated from the bottom of the pit. This overexcavated soil was placed in a separate stockpile from the overburden soil that was previously excavated to expose the tank. As shown in Table I of our Tank Removal Report, analysis of a soil sample collected from the overburden stockpile showed only a very small concentration (5.5 mg/Kg) of TPHD in the sample. Therefore, this stockpile of soil was used to backfill the tank pit. Analysis of a soil sample collected from the soils overexcavated from below the former tank showed concentrations of 9600 mg/Kg of TPHD. Therefore, this stockpile of soil was considered hazardous waste and was removed from the Site by a licensed hazardous waste handler (HSR, Inc.) and shipped to the Altamont Landfill. The "Gate Tags" from the Landfill were not available at the time this report was prepared. Once these tags become available they will be presented to the SMCHSA under a separate cover. The Waste Profile Sheet generated by HSR, Inc., however, is available and that is presented in Appendix B of this Work Plan.

1.1 Site Hydrogeologic Conditions

The site is located on the western side of the San Francisco Bay depression approximately 3.0 to 3.5 miles west to southwest of the San Francisco Bay. The Bay depression is a major structural feature in northwestern California that is located between the Diablo Range and the Santa Cruz Mountains. The Bay depression was created by the downwarping of the San Andreas Rift Zone, near the western side of the depression, and the Hayward Fault along the eastern side (California Department of Water Resources, 1968).

The regional geology of the San Francisco Bay Area, in most low lying areas of urban development surrounding the Bay rim, is defined by the United States Geological Survey as Holocene alluvial fan deposits. Regional groundwater flow within the shallow water bearing zones beneath these areas is generally towards the San Francisco Bay except in site specific areas where it may be influenced by local phenomena such as groundwater extraction or

surface streams. In some low lying areas along the Bay rim, the groundwater gradient is essentially "flat", often resulting in great variability and/or significant seasonal changes in site specific groundwater flow directions. Soils in the area generally and primarily consist of silt and clay with relatively thin interbedded layers of more transmissive sands and/or gravels where groundwater is found.

Alluvial deposits of late Pleistocene Age (10,000 to 70 million years before present) underlie the site area. The alluvium was derived mainly from sedimentary rock that was deposited by flowing water from active stream channels, on terraces and developing alluvial fans. These late Pleistocene deposits are locally very thick, and generally consist of weakly consolidated, slightly weathered, poorly sorted, irregular, interbedded clay, silt, sand and gravel (Helley et al., 1979).

The site lies at an elevation of approximately 55 feet above mean sea level (msl). No site-specific groundwater data has yet been determined for the Site. Site specific groundwater data can only be accurately determined by installing a minimum of three on-Site groundwater monitoring wells. However, extensive groundwater data has been collected for a nearby Site of E₂C's identified as Ducky's Carwash and associated with 1436 El Camino Real. This Site is located approximately 3500 feet east of the subject Site. Groundwater elevations have ranged from approximately 25 to 34 feet above mean sea level (msl) at the Ducky's site. There has generally been a consistent northeasterly groundwater flow with hydraulic gradients ranging from approximately 0.003 to 0.006 feet per foot (E₂C, 2004). Based on the relative proximity of the Ducky's site to the subject Site we are assuming similar groundwater conditions exist at the subject Site.

1.2 Project History – Site Investigation Background

The subject Site has reportedly been a residence for at least the past 50 years. The diesel UST was installed by the property owner as a heating fuel tank. The exact age of the tank is unknown. The tank was removed from the property on December 10, 2004. Following the removal of the tank, a puddle of fuel was observed in the bottom of the excavation. Approximately two feet of contaminated soil was overexcavated from the bottom of the pit. Analysis of a soil sample collected from this two foot depth found the following concentrations presented in the following Table:

Tank Removal Analytical Results 12.10.04

Analyte	S-1
TPHG (µg/Kg)	4100*
TPHD (mg/Kg)	9600
TOG (mg/Kg)	5900
Benzene (µg/Kg)	ND < 25
Toluene (µg/Kg)	< 25
Ethylbenzene (µg/Kg)	< 25
Xylenes (µg/Kg)	69

* Denotes not a gasoline pattern; volatile fraction of Diesel calculated as gasoline

Based on these results and the observed puddle of fuel in the excavation the tank was then identified by the SMCHSAGPP as a Leaking Underground Storage Tank (LUST) (E₂C, 2004).

2.0 PROPOSED SCOPE OF WORK

2.1 Proposed Direct-Push Locations and Sample Collection Methods

E₂C proposes to advance a total of four hydropunch borings (HP-1 thru HP-4) in the vicinity of the former tank location. As shown in Figure 2, HP-1 will be advanced in the middle of the former tank location. This will allow us to determine the vertical extent of contamination, if any, in the soils and groundwater directly below the former tank area. HP-2 and HP-3 will be advanced directly adjacent (i.e. no more than 10 feet) to the former tank location, and HP-4 will be advanced approximately 25-feet downgradient (i.e. northeast) of the tank. These three locations will help us to begin to determine the lateral extent of the contamination. The final locations may be adjusted in accordance with conditions and restrictions imposed by underground utilities and unforeseen field conditions. Prior to drilling all boring locations will be check for underground utilities by USA and/or a private underground locator. Also, all proper drilling permits will be acquired from San Mateo County.

Prior to commencement of field activities a site specific Health and Safety Plan will be implemented by E₂C.

E₂C will subcontract the direct-push sampling equipment and equipment operator services of Well Test, Inc. (San Jose, California), a State of California licensed drilling contractor (C-57 License No. 843074). Another California-licensed drilling contractor may be used, dependent upon subsequent availability. A GeoProbe[®] direct-push sampling rig (or equivalent / similar equipment) will be used to facilitate sample collection. Steel core barrels, which are approximately 2.5-inch outside diameter and four to five feet in length, will be direct pushed – hammered in approximate four to five foot intervals at each proposed sampling location. This process will be repeated until the desired depth is reached at each sampling location. All reusable subsurface sampling equipment will be cleaned prior to and between each use.

The core barrels will be lined with clear plastic disposable tubing to facilitate continuous soil coring and soil logging for description. Soil samples, for laboratory analysis, will be collected by cutting the desired section of disposable plastic tubing, sealing the ends of the tube section with Teflon sheeting and plastic caps, and placing the sample in an iced cooler.

Grab groundwater samples will be collected by placing pre-cleaned PVC casing (with five feet of screen at the bottom), approximately 0.5-to 1-inch in diameter, into the borehole. A peristaltic pump, hand bailer, and/or disposable flexible plastic tubing (pump or hand siphoning) will be utilized to facilitate grab groundwater sample collection. Disposable subsurface sampling materials will be used only once and then disposed (i.e., flexible plastic tubing). Reusable equipment (i.e., bailer) will be cleaned prior to each use.

2.2 Proposed Direct-Push Sampling Intervals and Sample Analytical Methods

Soil samples will be collected at depths of 15, 20, 25, and 30 feet below ground surface (bgs) and one sample from the capillary zone (estimated to be encountered between 30 and 35 feet bgs). In addition, one set of grab groundwater samples will be collected for laboratory analysis from each sampling location. The depth to first groundwater at the site is approximately 30 feet below the ground surface (bgs); therefore, the total depths of the direct-push sampling holes are anticipated to be approximately 30 to 35 feet bgs.

Samples will be preserved on crushed ice and delivered to Entech Analytical Labs Inc in Santa Clara, California, a State-certified analytical laboratory (ELAP Certification No. 2346), or another State-certified analytical laboratory for analysis. Laboratory personnel will certify receipt of the samples in good condition. Laboratory quality-control methods will assure compliance with State standards. The certified laboratory analytical reports and chain of custody records will be provided in the report of findings (see below).

Soil and grab groundwater samples will be analyzed for Total Petroleum Hydrocarbons as diesel (TPHD) by EPA Method 8015M and for BTEX by EPA Test Method 8260B. Amber liter bottles will be used to collect the grab groundwater samples for TPHD analysis. For BTEX, standard 40-ml glass screw-cap VOA vials with premeasured hydrochloric acid preservative and with Teflon-lined silicone septa will be filled until a convex meniscus is formed, then capped. If bubbles or headspace are present in the VOA, the VOA will be emptied and replaced with a new vial. Three VOAs will be collected for each sample. The VOAs will be labeled and placed on crushed ice for shipment to the state-certified laboratory under standard Chain-of-Custody procedures. Recommended holding times prior to extraction and analysis will not be exceeded.

2.3 Equipment Decontamination Procedures and Disposal

Clean equipment will be used at the start of the day's work. Each length of threaded steel pipe used as a drive shaft and the sample barrel and shoe will be thoroughly washed with a solution of Alconox and water and triple-rinsed with clean water. The bailer fitting will also be decontaminated in this manner. All supplies—e.g., tubing, bailers—will be new, and disposed after use.

Soil and groundwater sampling equipment wash water will be drummed, and the drum labeled with the appropriate identifiers, and the comment, "Pending Analysis." If there is any excess sampling water (e.g., a rejected sample), it will be added to the wash water.

Excess soil (*i.e.*, not used for samples) in the acetate sampling tubes and the tubes, lengths of tubing, bailers, twine, used VOAs and miscellaneous items such as latex gloves and paper towels will be drummed and the drum labeled as described above.

The drum will be secured on site. If the quantitative analyses indicate the wastes are hazardous, the drum will be appropriately labeled and disposed under manifest to a hazardous waste facility immediately after the constituent results are known.

If the analyses show that the wastes are clearly not hazardous, the liquid waste will be disposed as allowed, and the solid wastes will be disposed to a Class III landfill.

2.4 Groundwater Elevation Survey and Backfill

Immediately following the advancement of each of the four hydropunch borings temporary casings will be inserted into each of the boreholes. After the groundwater level has stabilized, the groundwater depth will be measured and the top of the boreholes will be surveyed, in order to determine the groundwater depth and flow direction.

All borings will then be back filled with neat cement.

2.5 Proposed Field Work and Reporting Schedule

The field work will be initiated within six weeks of receiving written concurrence with this Work Plan from the GPP. After completion of the field activities and receipt of the analytical laboratory data, E₂C will prepare a report of findings which will include a detailed summary of the direct-push sampling activities and sample analytical results associated with the hydropunch sampling. The report findings will be submitted to the GPP within six weeks after completion of the field activities.

3.0 PROFESSIONAL CERTIFICATION


We declare, under penalty of perjury, that to the best of our knowledge, everything presented in this work plan is true and correct.

Should you have any questions or require supplemental information, please do not hesitate to contact us at (408) 327-5700.

Sincerely,



Forrest Cook
Project Manager



Sako K. Noravian, MSSE, PE, REA
Principal



FIGURES

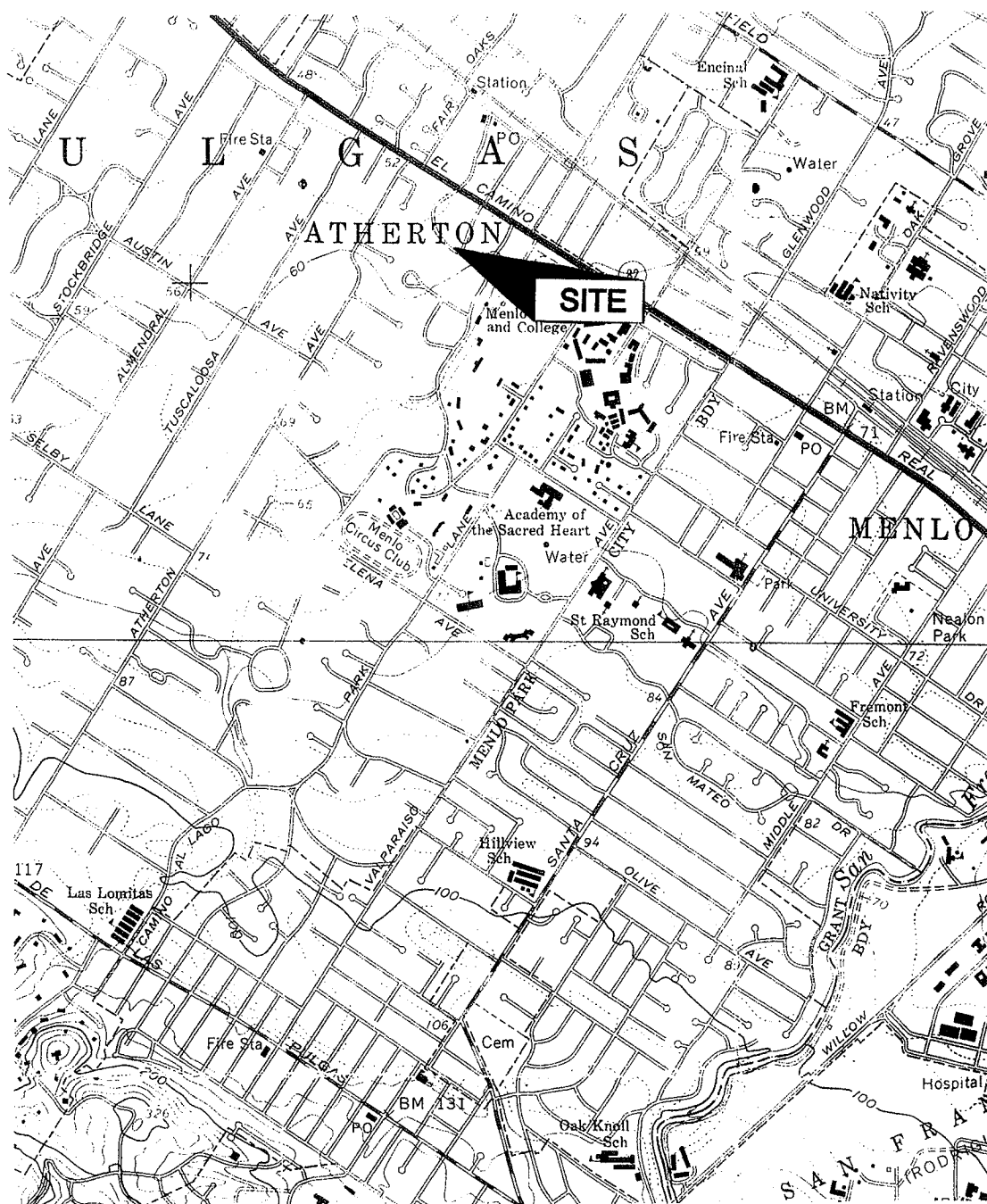


FIGURE 1 – SITE LOCATION MAP

Address: 36 Winchester Drive

Client Name: Lynch

City/State: Atherton, CA

E₂C Project Number: 2398C01



ENVIRONMENTAL/ENGINEERING CONSULTANTS
382 MARTIN AVENUE
SANTA CLARA, CALIFORNIA 95050-3112
TEL: 408.327.5700 FAX: 408.327-5707

Source:
San Jose West, CA Quad
1961 (photorevised 1980)
Scale:
1:24,000



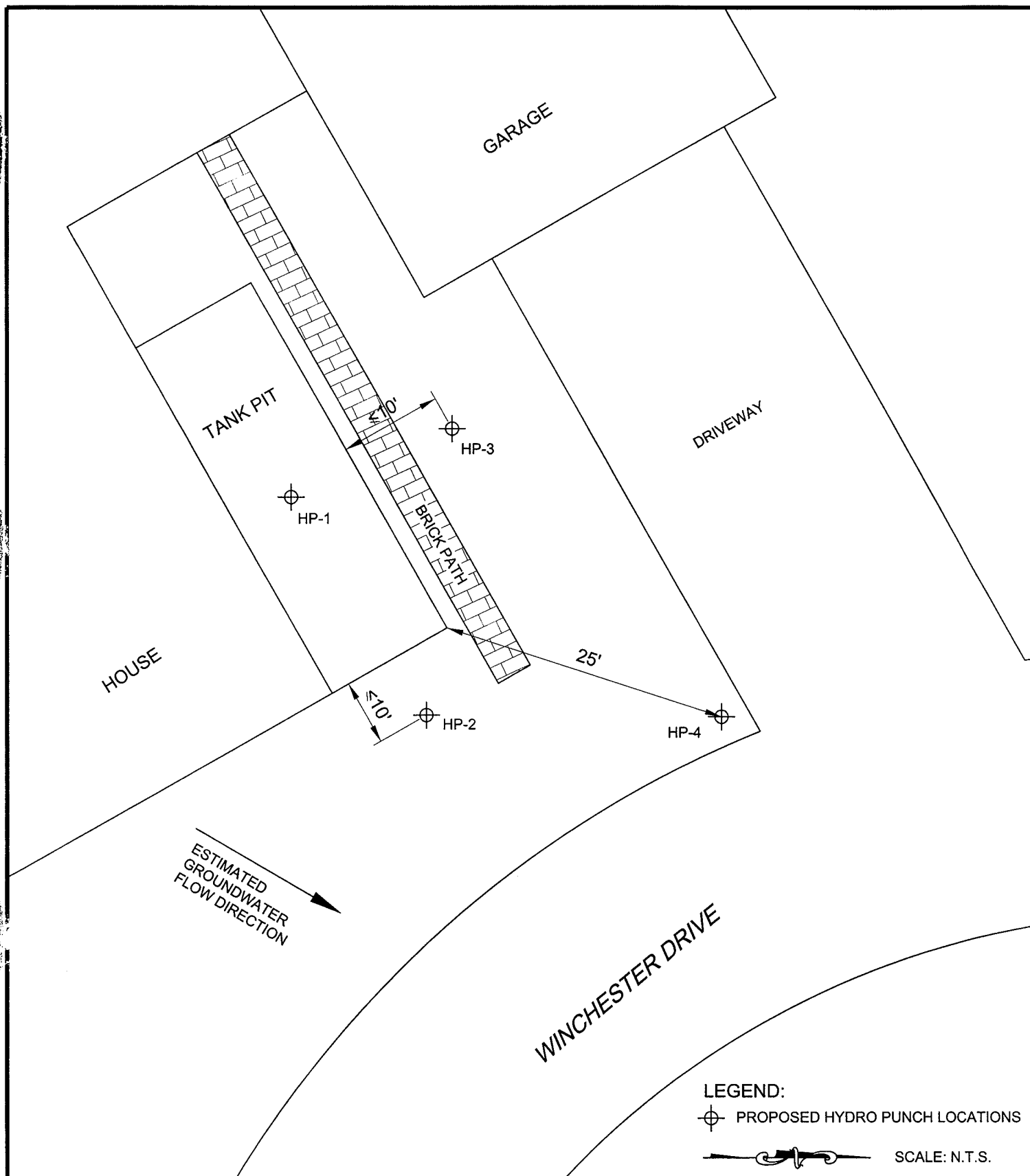


FIGURE 2 - SITE MAP



ENVIRONMENTAL / ENGINEERING CONSULTANTS
382 MARTIN AVENUE
SANTA CLARA, CALIFORNIA 95050-3112
TEL: 408.327.5700 FAX: 408.327.5707

36 WINCHESTER DRIVE
ATHERTON, CALIFORNIA

FILENAME: 2398SC01

DATE: JANUARY 2005

REVISION:

DRAWN: JL

JOB NUMBER:

2398SC01

APPENDIX A

January 5, 2005

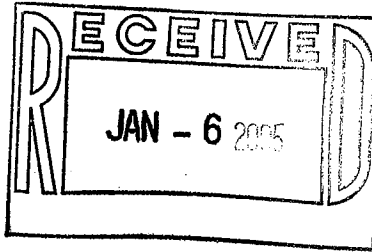
SAN MATEO COUNTY DIRECTIVE LETTER



HEALTH DEPARTMENT

Get out in 7-10 days.

January 5, 2005



SMCo Site #988009
APN 070-221-130

Loring Lynch
Lynch Trusts
36900 Bobily Avenue
Freemont, CA 94536

SUBJECT: UNDERGROUND STORAGE TANK REMOVAL AT 36 WINCHESTER DRIVE, ATHERTON, CALIFORNIA

Dear Mr. Lynch:

Thank you for the December 22, 2004 *Tank Removal and Sampling Report* submitted by E2C Inc. for the above referenced site. In response to laboratory analytical results of the samples collected after the tank removal, San Mateo County Health Services Agency Groundwater Protection Program (GPP) staff has opened the site for further investigation and named Lynch Trusts as the responsible party for the contamination discovered at the above referenced site based on our conversation today. Total petroleum hydrocarbons were detected at concentrations warranting further investigation and potential remediation. A second letter will be generated shortly which will describe the overall objectives GPP staff will be look for during the investigation and potential remediation of the site. As part of the first requirement from GPP, please submit a work plan to begin to define the lateral and vertical extent of contamination in soil and if groundwater has been impacted by **March 30, 2005**. The work plan should also propose the final disposition and any potential remediation of the previously stockpiled soil removed during the tank removal activities and placed back into the excavation pit. Please also submit an Unauthorized Release Form (enclosed) by **March 30, 2005**.

As always, you may submit requested items at any time prior to the due date in order to expedite the progress of the overall site investigation and potential remediation. If there has been a change in the responsible party contact information for this site, please send GPP staff a letter officially notifying GPP staff of the change. I appreciate your cooperation. Should you have any questions, please call me at (650) 363-4565.

Sincerely,

Charles Ice
Hazardous Materials Specialist
Groundwater Protection Program

cc: Ken Price, E2C Inc., 382 Martin Avenue, Santa Clara, CA 95050
Sunil Ramdass, UST Cleanup Fund, PO Box 944212, Sacramento, CA 94244

PUBLIC HEALTH AND ENVIRONMENTAL PROTECTION DIVISION

Board of Supervisors: Mark Church • Rose Jacobs Gibson • Richard S. Gordon • Jerry Hill • Adrienne Tissler • Health Director: Charlene Silva
455 County Center • Redwood City, CA 94063 • PHONE 650.363.4305 • TDD 650.573.3206 • FAX 650.363.7882
<http://www.smhealth.org>

APPENDIX B

WASTE PROFILE SHEET



Profile Number: _____

Expiration Date: _____

WASTE PROFILE SHEET TERMS & CONDITIONS

Service Agreement on File?

☐ Yes ☐ No

This form is to be used to comply with the requirements of governmental waste screening criteria.

Profile Addendum Attached?

☐ Yes ☐ No

A. Waste Generator Information

- | | |
|----------------------------------------------------|-----------------------------------------|
| 1. Generator/Site Name: <u>Loring Lynch</u> | 2. SIC Code: _____ |
| 3. Site Address: <u>36 Winchester Drive</u> | 4. Site City: <u>Atherton</u> |
| 5. Site State: <u>CA</u> | 6. Site County: <u>San Mateo</u> |
| 7. Zip Code: <u>94027</u> | 9. Site Phone: _____ |
| 8. Generator USEPA/Federal ID#: <u>CAC00253912</u> | 11. Customer Phone: <u>408 562-9956</u> |
| 10. Customer Name: <u>HSR Inc.</u> | 13. Customer FAX: <u>408 562-9957</u> |
| 12. Customer Contact: <u>Keith Worsa</u> | |

B. Waste Stream and Billing Information

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| 1. Waste Description: <u>hydrocarbon contam. soil</u> | 3. Billing Address: <u>530 Aldo Avenue</u> |
| 2. State Waste Code: _____ | <u>Santa Clara, CA 95054</u> |
| 4. Process Generating Waste: <u>underground storage tank removal</u> | |
| 5. Transporter/Transfer Station: <u>HSR Inc.</u> | 6. Shipping Method: <u>bulk-end dumps</u> |
| 7. Estimated Quantity (Weight & Vol.): <u>100 Tons</u> | per <input checked="" type="checkbox"/> Job <input type="checkbox"/> Year <input type="checkbox"/> Other _____ |
| 8. Delivery Date(s): _____ | |
| 9. Personal Protective Equipment Requirements: _____ | |
| 10. Is this a US Dept. of Transportation (USDOT) Hazardous Material?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If no, skip 10, 11 and 12) | 11. Reportable Quantity: <u>N.A.</u> |
| 12. Hazard Class / I.D. #: <u>N.A.</u> | 13. Shipping Name: <u>N.A.</u> |

☐ Check if additional information is attached. Indicate the number of attached pages: _____

C. Generator's Certification (Please check appropriate responses; sign and date reverse side)

- | | Yes | No | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|------------------------------|
| 1. Is the waste represented by this waste profile sheet a "Hazardous Waste" as defined by USEPA, Canadian, Mexican, State, or Provincial regulation? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 2. Does the waste represented by this waste profile sheet contain regulated radioactive material or regulated concentrations of Polychlorinated Biphenyls (PCBs)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 3. Does this waste profile sheet and all attachments contain true and accurate descriptions of the waste material? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 4. Has all relevant information within the possession of the Generator and Customer regarding known or suspected hazards pertaining to the waste been disclosed to the Contractor? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 5. Is the analytical data attached hereto derived from testing a representative sample in accordance with 40 CFR 261.20(c) or equivalent rules? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> N/A |
| 6. Will all changes that occur in the character of the waste be identified by the Generator and disclosed to the Contractor prior to providing the waste to the Contractor? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 7. Is this waste from a CERCLA site? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |

D. WM Management's Decision

- | | |
|--------------------------------------------------------------------------------|------------------------------------------------------------|
| 1. Management Method: _____ | |
| 2. Designated Facility: _____ | 3. Hours of acceptance: _____ <input type="checkbox"/> N/A |
| 4. Precautions, Special Handling Procedures, or Limitations on Approval: _____ | |

General Approval: ☐ Yes ☐ No

Special Waste Decision: _____

☐ Approved☐ Disapproved

Sales Person: _____

Date: _____

Technical Manager: _____

Date: _____

GENERATOR AND CUSTOMER MUST READ AND SIGN REVERSE HEREOF

INITIAL _____
INITIAL _____

TERMS AND CONDITIONS

1. ACCEPTABLE WASTE. Customer shall deliver and Company shall accept for disposal or other management purpose only Acceptable Waste. As used herein, "Customer" shall mean both Customer and Generator listed on the reverse hereof. Customer shall deliver the full quantity of Acceptable Waste generated and/or handled by Customer as estimated on the reverse hereof. Acceptable Waste means and includes only such waste as is described on the reverse and which is approved and permitted for management at the Designated Facility listed on the reverse, and shall not include any Nonconforming Waste. As used herein, Nonconforming Waste means waste that: (a) is not in conformance with the description and/or estimated quantity of the waste set forth on the reverse; (b) is or contains any infectious waste, or radioactive, volatile, corrosive, highly flammable, explosive, biomedical, biohazardous, or hazardous, dangerous, or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as set forth on the reverse; or (c) is prohibited from being received, managed or disposed of at the Designated Facility by federal, state or local law, regulation, rule, code, ordinance, order, permit or permit condition;

2. REPRESENTATIONS & WARRANTIES. Customer represents and warrants that: (a) the description of the waste set forth on the reverse hereof is true and correct in all material respects; (b) all waste delivered to the Designated Facility by Customer shall be Acceptable Waste as defined above and shall not be or contain Nonconforming Waste; (c) Customer shall, and shall cause any carrier with which it contracts to, handle and transport the waste in a safe and workmanlike manner in full compliance with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations; and (d) Customer has advised its drivers of Company's prohibition on delivery of Nonconforming Waste, of the definitions and listing of hazardous waste and hazardous substances under applicable federal and state law and regulations and of the definition of Acceptable Waste herein. Company represents and warrants that it shall manage the Acceptable Waste in a safe and workmanlike manner in full compliance with all applicable federal, state and local laws, ordinances, decisions, orders, rules or regulations.

3. WASTE REJECTION. Company may inspect, analyze or test any waste delivered by Customer and/or may reject, refuse or revoke acceptance of any waste if, in the opinion of Company, the waste or tender of delivery fails to conform to or Customer fails to comply with the terms of this Agreement, including by delivery of Nonconforming Waste. Company may also reject any waste which (a) Company reasonably believes would, as a result of or upon disposal or other management, be a violation of local, state or federal law, regulation, ordinance or permits, including land use restrictions or conditions applicable to the Designated Facility; or (b) in Company's opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Company or Customer to potential liability. Company also shall have the right to refuse to accept or to reject any Acceptable Waste in the event of Customer's failure to pay fees owed by Customer hereunder. In the event Company rejects or revokes acceptance of waste hereunder, Customer shall, at its sole cost, immediately remove or arrange to have the rejected waste removed from Company's control or property. Customer shall pay and/or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis.

4. SPECIAL HANDLING; TITLE. If Company elects, in its sole discretion, to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage such Nonconforming Waste in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional fees associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of Acceptable Waste shall transfer to Company upon its final acceptance of Acceptable Waste. Title to, ownership of and liability for Nonconforming Waste shall at all times remain with Customer. Revocation of acceptance by Company shall operate to re-vest all incidents of ownership in Customer.

5. INDEMNITY. Each party hereto (the "Indemnitor") hereby agrees to indemnify, hold harmless and defend the other party, and its owners, officers, directors, employees and agents (collectively, the "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, fees, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including attorneys' fees (collectively, "Damages"), which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or pay out, including for personal injuries, property damage, or contamination of or adverse effects on the environment, to the extent caused by, or arising from or in connection with the breach of any representations or warranties of the Indemnitor set forth in this Agreement, or any negligent actions or omissions or willful misconduct of the Indemnitor, its employees, officers, owners, directors or agents, or the violation of any law, ordinance or regulation, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended. Such indemnity shall exclude Damages to the extent they arise as a result of any negligent actions or omissions or willful misconduct of the Indemnitees or their employees, officers, owners, directors or agents. The indemnification obligation hereunder shall arise only in excess of any available and collectible insurance proceeds and the Indemnitor shall be liable hereunder to pay only its share of the amount of Damages, if any, that exceeds the total amount that all insurance has paid for the Damages, plus the total of all deductible and self-insured expenses paid under all insurance policies. The obligations in this Section 5 shall survive the performance and termination of this Agreement.

6. UNCONTROLLABLE CIRCUMSTANCES; TERMINATION. Except for the obligation to pay fees hereunder, the performance of this Agreement may be discontinued or temporarily suspended by either party, and neither party shall be deemed to be in breach of this Agreement, in the event performance is prevented by a cause or causes beyond the reasonable control of the affected party. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage, governmental laws (including ordinances), permit conditions, regulations, restrictions (including land use), condition of the waste, injunction or actions or omissions of third party transporters or other contractors, suppliers or vendors. Company may immediately terminate management services hereunder upon written notice to Customer in the event Customer breaches any term, provision or obligation under this Agreement, in which case, Customer shall be liable for and shall pay to Company all costs and losses incurred by Company as a result of or relating to any such termination.

7. MISCELLANEOUS. This Agreement shall be governed by the laws of the state in which the Designated Facility is located. Every provision of this Agreement shall be severable. This Agreement represents the entire understanding and Agreement between the parties relating to the management of waste, except that if the parties, or their parent companies, are parties to a national service agreement, the terms of such national service agreement shall govern over any inconsistent terms in this Agreement. No representations, statements or Agreements, unless agreed to by the parties in writing, shall modify, change, amend or otherwise affect the obligations undertaken in this Agreement. No waiver by either party of any one or more defaults or breaches by the other in the performance of this Agreement shall operate or be construed as a waiver of any future defaults or breaches. Customer may not assign this Agreement without the prior written consent of Company. This Agreement shall be binding upon and shall inure to the benefit of the parties successors and assigns.

THIS IS A LEGALLY BINDING CONTRACT. EACH UNDERSIGNED INDIVIDUAL ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH ABOVE AND ON THE REVERSE HEREOF AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF CUSTOMER/GENERATOR AND COMPANY. BY SIGNING BELOW, CUSTOMER AND GENERATOR INDICATE A FIRST HAND KNOWLEDGE OF THE WASTE'S CHARACTERISTICS AND CERTIFY THE TRUTH OF THE INFORMATION ON THE REVERSE HEREOF. AGREED TO AS OF THE DATES BELOW.

CUSTOMER:

GENERATOR:

COMPANY, Altamont Landfill:

(AUTHORIZED SIGNATURE)

(AUTHORIZED SIGNATURE)

(AUTHORIZED SIGNATURE)

Keith Dorso, President

KEADALL W. PECE, P.E./EPA, INC.

(NAME, TITLE)

(NAME, TITLE)

(NAME, TITLE)

DATE: 1-10-05

DATE: 1-17-05

DATE: